

BILL NO. S-76-06-15

SPECIAL ORDINANCE NO. S- 122-76

AN ORDINANCE approving a contract with Schmidt Electric, Inc. for lighting installation on Coldwater Road - Resolution 5715-1976.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated May 26, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works, and Schmidt Electric, Inc., for:


Resolution No. 5715-1976, to improve the street lighting on Coldwater Road (US #27) from Coliseum Boulevard north to Stratton Road,

for a total cost of \$58,793.76, of which 90% will be paid from Arterial Road & Street Funds and 10% will be paid from Motor Vehicle Highway Funds, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY.


CITY ATTORNEY

Read the first time in full and in motion by miss, seconded by Zolneris, and duly adopted. read the second time by title and referred to the Committee on Public Works (and the City-Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____, 1976, at _____ o'clock P.M., E.S.T.

Date: 6-8-76

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by miss, seconded by Shiga, and duly adopted, placed on its passage. Passed ~~(MOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-HIT
TOTAL VOTES	<u>7</u>	<u>0</u>		<u>2</u>	
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES	<u>✓</u>				
HUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.				<u>✓</u>	
STIER	<u>✓</u>				
TALARICO				<u>✓</u>	

DATE: 6-22-76

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 122-76 on the 22nd day of June, 1976.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDENT OFFICER

Presented by _____ to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of June, 1976, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 23rd day of June, 1976, at the hour of 5:00 o'clock P M., E.S.T.

Rachel Armstrong
CITY CLERK

Bill No. S-76-06-15

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with Schmidt Electric, Inc. for lighting installation
on Coldwater Road - Resolution 5715-1976

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

6-12-76
CONCURRED IN

DATE CHARLES W. WESTERMAN, CITY CLERK

63-147-12 5/26/76
CITY PAID
90%-A.R.S./10%-M.V.H.
SUBJECT TO COUNCILMANIC APPROVAL
Preliminary Meeting _____
Ratification _____

CONTRACT

This Agreement, made and entered into this 26 day of May, 1976
by and between _____ -SCHMIDT ELECTRIC, INC. _____

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Res. No. 5715-1976: to improve the street lighting on Coldwater Road

(U.S.#27) from Coliseum Boulevard north to Stratton Road

by grading and paving the roadway to a width of _____ feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement

Resolution No. 5715-1976 and at the following price per lineal foot _____

at the following prices:

Light Standard w/50' Mounting Height & Transformer Base	One thousand thirty three dollars and no cents, per each	1,033.00
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Light Standard w/35' Mounting Height & Frangible Base	Three hundred forty five dollars and no cents, per each	345.00
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Foundation 3'x3'x8' Reinforced Concrete Cylinder for 50' Light Standard w/grounding Anchor Bolts and 2" Entry Sleeves	Two hundred ninety dollars and no cents, per each	290.00
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Foundation 2'x2'x6' Reinforced Concrete Cylinder for 50' Light Standard w/grounding	One hundred twenty dollars and forty five cents, per each	120.45
--	--	--------

Cylinder for 50' Light Standard w/grounding Anchor Bolts and 2" Entry Sleeves	One hundred twenty dollars and forty five cents, per each	120.45
Foundation 2'x2'x6' Reinforced Concrete Cylinder for 50' Light Standard w/grounding Anchor Bolts and 2" Entry Sleeves		
Mast Arm 15' for 50' Light Standard	One hundred five dollars and no cents, per each	105.00
Mast Arm 10' for 35' Light Standard	Ninety three dollars and no cents, per each	93.00
Mast Arm 8' for 35' Light Standard	Forty seven dollars and no cents, per each	47.00
Trenching for Underground Cable 20" Deep	Sixty nine cents, per lineal foot	.69
Wire for Light Standard 1-C #12 Awg. Stranded Copper 600 Volt Type THW Insulation	Fifteen cents, per lineal foot	.15
Wire for between Light Standards Cable Duct 3-1/C No. 2 Aluminum w/THW Insulation	One dollar and sixty two cents, per lineal foot	1.62
1000 Watt Hi-Pressure Sodium Luminaire w/Self Contained 240 Volt Regulator Ballast & 400 Watt Hi-Pressure Sodium Lamp	Two hundred ninety eight dollars and no cents, per each	298.00
400 Watt Hi-Pressure Sodium Luminaire w/Self Contained 240 Volt Regulator Ballast & 400 Watt Hi-Pressure Sodium Lamp	One hundred forty two dollars and no cents, per each	142.00
Multiple Compression Fitting	Seven dollars and forty cents, per each	7.40
Fused Connector	Eight dollars and thirty five cents, per each	8.35
Insulation Link	One dollar and fourteen cents, per each	1.14
Grounding Lugs	Seven dollars and eighty one cents, per each	7.81
30 Amp Relay	Seventy six dollars and no cents, per each	76.00

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5715-1976 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before September 1, 1976 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____ day of April 30, 1976

SCHMIDT ELECTRIC, INC.

BY: Richard P. Belkirk

ITS: VICE-PRES.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Robert L. Armstrong

Henry P. W. Schubert

Edna H. DeMa

May G. Scott
Its Board of Public Works and Mayor.

MAY 26 1976

APPROVED AS TO FORM AND LEGALITY

Harry B. Anderson
CITY ATTORNEY

63-147-12 3/26/76
3/9/76

IMPROVEMENT RESOLUTION 5715, 1976

WHEREAS, the CITY OF FORT WAYNE has determined it necessary to improve the street lighting on Coldwater Road (U.S.#27) from Coliseum Boulevard north to Stratton Road, and

WHEREAS, the CITY OF FORT WAYNE will proceed with said improvement with the understanding the cost shall be paid from City funds with no assessments due from property owners of abutting properties, and

WHEREAS, the BOARD OF PUBLIC WORKS has ordered engineering plans, specifications, cost estimates, and necessary details for the accomplishment of said improvement, and

WHEREAS, said improvement shall be in accordance with plans, profiles, detailed drawings, and specifications now on file in the office of the Board of Public Works of said City and such improvement is hereby ordered.

ADOPTED this 29th day of March, 1976.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Harry P. Meluskey
Chairman

Edward H. Parnan
Member

May G. Scott
Member

ATTEST:

Ursula Miller
Clerk

GUARANTY BOND

Know All Men by These Presents, That we _____
 _____SCHMIDT ELECTRIC, INC., _____Contractors

as principal, and UNITED STATES FIDELITY and GUARANTY COMPANY-----

----- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FIFTY EIGHT
THOUSAND SEVEN HUNDRED NINETY THREE DOLLARS AND SEVENTY SIX CENTS-----

----- (\$8,793.76)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said _____
 _____SCHMIDT ELECTRIC, INC._____

did on the _____ day of _____
_____, enter into a contract with the City of Fort Wayne to construct a

~~XXXXXXXXXXXXX~~

~~XX~~ ~~XXXXXXXXXX~~ Res. No. 5715-1976: to improve
the street lighting on Coldwater Road (U.S.#27) from Coliseum Boulevard north
to Stratton Road.

_____ according to certain plans and specifications, and
for a period of ~~XXXXXX~~ one (1) year
also warranting and guaranteeing the work/ material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said _____

SCHMIDT ELECTRIC, INC.-----shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 30th day of April 1976

SCHMIDT ELECTRIC, INC. (SEAL)
BY: Richard P. Bell (SEAL)
ITS: VICE-PRESIDENT (SEAL)

Approved this 26 day of May, 1976.
Harold P. Weinberg
Edward D. LaMox
May 9 1976
 Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we-----

-----SCHMIDT ELECTRIC, INC.-----

as principal, and UNITED STATES FIDELITY and GUARANTY COMPANY-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FIFTY EIGHT
THOUSAND SEVEN HUNDRED NINETY THREE DOLLARS AND SEVENTY SIX CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

----- (\$58,793.76)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the-----

day of-----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this-----day of-----

SCHMIDT ELECTRIC, INC. (SEAL)

BY: Richard P. Bellah (SEAL)

ITS: VICE-PRESIDENT (SEAL)

(SEAL)

Approved this 26 day of May, 1976

Benjamin P. Weinberg

Edward H. Samal

May J. Seese

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

APRIL 22, 1976

RE:

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY AND JUNE OF, 1976.
 in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	HSW	PEN	VAC	APP	MISC.
ASBESTOS WORKER	S	10.55	35¢	55¢			3if
BOILERMAKER	S	10.85	80	1.00		3	
BRICKLAYER	S	9.29	30	25		1	
CARPENTER (BUILDING)	S	8.73		6%		4	2if
(HIGHWAY)	S	9.48	45	35		5	2if
CEMENT MASON	S	8.70	40				
ELECTRICIAN	S	9.85	40	1%+30		4	
ELEVATOR CONSTRUCTOR	S	9.66	49%	32	8%	2	
GLAZIER	S	8.88	12		30	4	22Holidays
IRON WORKER	S	10.20	65	80		1	2if
LABORER (BUILDING)	S-SS						
(HIGHWAY)	US	6.25-6.65	35	35		9	
(SEWER)	S-SS-US	6.20-6.35	35	35		7	
	S-SS-US	6.25-7.33	35	35		7	
LATHER	S	8.20		25		1	3if
MILLWRIGHT & PILEDRIVER	S	9.08		6%		1	2if
OPERATING ENGINEER (BUILDING)	S-SS						
(HIGHWAY)	US	7.20-8.20	40	40		5	
(SEWER)	S-SS-US	7.48-8.70	40	40		7	
	S-SS-US	7.25-8.05	40	40		5	
PAINTER	S	7.75-8.75	37	35		10	6-misc.
PLASTERER	S	8.40	40				
PLUMBER & STEAMFITTER	S	10.05	35	65		7	4if
MOSAIC & TERRAZZO GRINDER	S	6.65-8.85					
ROOFER	S	8.75		10			
SHEETMETAL WORKER	S	9.89	40	35		4	13if
TEAMSTER (BUILDING)	S-SS						
(HIGHWAY)	US	7.36-8.37	18%	19.50%			
	S-SS-US	7.16-7.75	17.50%	19.50%			

IF ANY CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 25 DAY OF March 19 76

Wayne T. Reblan
 REPRESENTING GOVERNOR, STATE OF INDIANA.

Henry P. Williams
 REPRESENTING THE AWARDED AGENT

Frank M. Pires
 REPRESENTING STATE A.F.L. & C.I.O.

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

GENERAL POWER OF ATTORNEY

No. 85933

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Richard Atwood, Walter J. Binder, Jr., William C. Brummett, Ward S. Chase, Emmett L. Clark, James R. Gordon, W. J. Heidkamp, John Jackson, Robert H. Jasker, Leslie Kazmierowski, Richard M. Keehan, Jr., Jack S. Kennedy, Thomas W. Krzyzak, Celia Lewis, John R. Marshall, Edward Matichek, H. W. Mueller, George M. Nedved, Jr., Walter H. Osterkamp, Jr., Milton F. Persin, William J. Plambeck, Donald J. Provenzano, Edward Reese, Jordan B. Rifs, Richard C. Turek and Eugene A. Vilimek of the City of Chicago, State of Illinois, its true and lawful attorneys

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever anyone of the said Richard Atwood and the said Walter J. Binder, Jr. and the said William C. Brummett and the said Ward S. Chase and the said Emmett L. Clark and the said James R. Gordon and the said W. J. Heidkamp and the said John Jackson and the said Robert H. Jasker and the said Leslie Kazmierowski and the said Richard M. Keehan, Jr. and the said Jack S. Kennedy and the said Thomas W. Krzyzak and the said Celia Lewis and the said John R. Marshall and the said Edward Matichek and the said H. W. Mueller and the said George M. Nedved, Jr. and the said Walter H. Osterkamp, Jr. and the said Milton F. Persin and the said William J. Plambeck and the said Donald J. Provenzano and the said Edward Reese and the said Jordan B. Rifs and the said Richard C. Turek and the said Eugene A. Vilimek may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 20th day of June, A. D. 19 75

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By D. H. Meehan
Vice-President.
(Signed) T. Hartley Marshall
Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this 20th day of June, A. D. 1975, before me personally came D. H. Meehan, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and T. Hartley Marshall, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said D. H. Meehan and T. Hartley Marshall were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1976....

(SEAL) (Signed) Herbert J. Aull
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Set.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 20th day of June, A. D. 19 75

(SEAL) (Signed) Robert H. Bouse
Clerk of the Superior Court of Baltimore City.



UNITED STATES FIDELITY AND GUARANTY COMPANY
BALTIMORE, MARYLAND

No. 12-0120-464-76

\$58,793.76

Know all Men by these Presents, That we,

SCHMIDT ELECTRIC, INC.
P. O. Box 2625
Fort Wayne, Indiana

as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY as Surety, are held
and firmly bound unto

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS
FORT WAYNE, INDIANA

in the full and just sum of FIFTY EIGHT THOUSAND SEVEN HUNDRED NINETY THREE
AND 76/100-----(\$58,793.76)-----

DOLLARS,

lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Whereas, The said Principal has executed and entered into a certain contract with the said
CITY OF FORT WAYNE, BOARD OF PUBLIC WORKS

dated , for furnishing all labor and material necessary
for installation of roadway lighting at Coldwater Road, Fort Wayne,
Indiana

in said contract described; which contract is hereto annexed.

Now, Therefore, the Condition of this Obligation is such, That if the said Principal shall well and truly perform and fulfill all and every the covenants, conditions, stipulations and agreements in said contract mentioned to be performed and fulfilled, and shall keep the said Oblige harmless and indemnified from and against all and every claim, demand, judgment, lien, cost and fee of every description incurred in suits or otherwise against the said Oblige, growing out of or incurred in, the prosecution of said work according to the terms of the said contract, and shall repay the said Oblige all sums of money which the said Oblige may pay to other persons on account of work and labor done or materials furnished on or for said contract, and if the said Principal shall pay to the said Oblige all damages or forfeitures which may be sustained by reason of the non-performance or mal-performance on the part of the said Principal of any of the covenants, conditions, stipulations and agreements of said contract, then this obligation shall be void; otherwise the same shall remain in full force and virtue.

Signed, sealed and delivered April 22, 1976

Witness to
Principal

Edward M. Selby

SCHMIDT ELECTRIC, INC. (SEAL)
BY: *J. A. Kelly* (SEAL)
Vice-President (SEAL)

United States Fidelity and Guaranty Company

COUNTERSIGNED BY:

Robert J. Pettiner
The Pettiner Agency
Camden, Indiana

BY: *Leslie Kazmierowski*
Leslie Kazmierowski Attorney-in-fact.

DIGEST SHEET

S-76-06-15

TITLE OF ORDINANCE SPECIAL ORDINANCE-Contract on Lighting Resolution 5715-1976, Coldwater Road
DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE Contract with Schmidt Electric, Inc. in amount of
\$58,793.76 provides for installation of street lights on Coldwater Road (U.S.#27)
from Coliseum Boulevard north to Stratton Road.

Other bidders were: T & F Construction ----- \$60,253.80

Morse Electric ----- 83,860.05

N.G. Gilbert Corp.----- 63,650.00

Additional project costs for engineering and inspection are estimated at \$6,767.92,

90% Funding will be provided from Arterial Road & Street Funds with 10% to be
paid from Motor Vehicle Highway Funds.

(COPY OF BID TABULATION IS ATTACHED)

EFFECT OF PASSAGE Lighting of Coldwater Road

EFFECT OF NON-PASSAGE Failure of City to provide lighting when 90% funding is offered.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Approximately \$6,556.00
cost to City from MVH Fund.

ASSIGNED TO COMMITTEE

Public Works Committee